

**UNITED STATES DISTRICT COURT FOR THE  
MIDDLE DISTRICT OF ALABAMA**

<b>VIZIONWORKS, LLC, a limited liability corporation,</b>	)	
	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>CASE NO. 2:07-CV-96-MEF</b>
	)	
<b>DOYCE W. ELLENBURG, an individual;</b>	)	
<b>SHIRLEY F. ELLENBURG, an individual;</b>	)	
<b>SUMMIT REALTY SOUTHEAST, LLC,</b>	)	
<b>a corporation,</b>	)	
	)	
<b>Defendants.</b>	)	

**REPLY TO COUNTERCLAIM**

VIZIONWORKS, LLC, (Vizionworks) the Plaintiff herein, hereby submits its Reply to the Counterclaim filed by Defendants DOYCE W. and SHIRLEY F. ELLENBURG (the Ellenburgs) and states as follows:

1. Vizionworks admits that it is a limited liability corporation, organized and existing pursuant to the laws of the State of Georgia, with its principal place of business in Tifton, Georgia. Vizionworks further admits that on May 25, 2006, it entered into a commercial real estate Purchase and Sale Agreement (the Agreement) with the Ellenburgs for the purchase of the property made the basis of this lawsuit. Vizionworks is without sufficient information to admit or deny the remaining allegations of the Counterclaim, which are therefore generally denied. Vizionworks specifically denies that the Ellenburgs are entitled to a judgment in any amount.

**FIRST AFFIRMATIVE DEFENSE**

Vizionworks denies the allegations of paragraph 6 of the Counterclaim which assert that it breached or otherwise failed to comply with the terms of the Agreement, and demands strict proof thereof.

**SECOND AFFIRMATIVE DEFENSE**

To the extent the Counterclaim alleges that the Ellenburgs are entitled to specific performance, any such allegations are denied and Vizionworks demands strict proof thereof.

**THIRD AFFIRMATIVE DEFENSE**

Vizionworks denies that the Ellenburgs performed all conditions of the Agreement on their part as alleged in paragraph 6 of the Counterclaim.

**FOURTH AFFIRMATIVE DEFENSE**

Vizionworks pleads the general issue.

**FIFTH AFFIRMATIVE DEFENSE**

The Ellenburgs' Counterclaim is barred by their own breach of the terms of the Agreement.

**SIXTH AFFIRMATIVE DEFENSE**

The Ellenburgs' Counterclaim fails to state a claim upon which relief can be granted.

**SEVENTH AFFIRMATIVE DEFENSE**

The Ellenburgs' Counterclaim is barred by the defense of waiver.

**EIGHTH AFFIRMATIVE DEFENSE**

The Ellenburgs' Counterclaim is barred by the defense of estoppel.

**NINTH AFFIRMATIVE DEFENSE**

The Ellenburgs' Counterclaim is barred by the doctrine of unclean hands.

Respectfully Submitted

s/W. Drake Blackmon

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**CERTIFICATE OF SERVICE**

I hereby certify that on March 26, 2007, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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